



City of Dayton, Ohio
Department of Human Resources

SELECTION OF EXECUTIVE SEARCH FIRM (ESF)
REQUEST FOR QUALIFICATIONS (RFQ) No. 18008HR

FEBRUARY 2018

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To Whom It May Concern,

The goal of this RFQ is to find one or more qualified ESF firms to assist the City of Dayton, Ohio (City) in its recruitment and hiring of upper management and/or executive level positions that require a diverse and ethnically rich background to help guide the City and its programs under a knowledgeable and progressive lead.

The procedures for awarding this RFQ will follow the guidelines outlined in ORC 307.87 Notice of Complete Negotiations and in conjunction with the City of Dayton's Charter and Ordinances.

The Department of Human Resources (HR) will be the lead for this RFQ and will establish a RFQ review committee to recommend the ESF or ESFs for contract negotiation. The City realizes there are predominately two ways for compensation under this type of contract: 1.) Retained Fee Structure; or, 2.) Contingency Fee Structure. Although there are pros and cons to both structures, the City's suggestion is a hybrid of these two. A small up-front retainage fee with a larger compensation fee, when and/or if the ESF provides the chosen candidate. The City believes that this compensation model would be the most cost-effective way of getting the necessary position outreach, ESF designated time commitment, diversity inclusion and the City's desired outcome. Any associated cost shall be submitted in a separately sealed envelope, which will not be opened until the City selects the vendor(s) with whom they wish to explore negotiations.

Vendors shall read this document in its entirety. The City requests that submittals are made in good faith from vendors that share the same affinity for diversity and inclusion.

Thank you,

Melissa A. Wilson, CPPB
Purchasing Agent

SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFQ process to:

City of Dayton, Division of Purchasing, Room 514
Kenneth R. Couch
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-4062
Fax: (937) 234-1600
E-Mail: kenneth.couch@daytonohio.gov

All communications/questions concerning this RFQ must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFQ Schedule). Written responses will be prepared by the City and posted on the City's web site by the date listed in *Section 1.02*. Changes to this RFQ will be made only by formal written correspondence issued by the City.

A copy of this RFQ proposal and any additional documentation may be found at the City's website at:

<http://daytonohio.gov/bids.aspx>

1.02 RFQ SCHEDULE. The proposed RFQ schedule is to be reviewed with City Purchasing and HRC, if required, and shall be mutually agreed upon. RFQ schedule to be determined prior to finalization of RFQ. The following is the anticipated schedule for the RFQ Process:

Issue RFQ:	February 2, 2018
Last Day to Submit Questions:	5:00 PM local (Dayton OH) time on February 9, 2018
Written Responses to Questions:	February 12, 2018
Due Date for Proposals:	2:00 PM local (Dayton OH) time on February 26, 2018
Contractor is Selected:	Anticipated by March 2, 2018
Contract is Awarded:	Anticipated to be April 14, 2018

1.05 SUBMITTING A PROPOSAL. Each Vendor seeking consideration for performance of services related to this RFQ must submit a proposal. Proposers are to submit one (1) original copy signed by an officer authorized to bind the company and five (5) copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Vendor and sent to:

RFQ No.18008HR – Selection of Executive Search Firm
City of Dayton, Division of Purchasing, Room 514
Kenneth R. Couch
City Hall
101 West Third Street
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by 2:00 PM on the date indicated in Section 1.02 (RFQ Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are **not** acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFQ or issue subsequent RFQs. The City

reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful vendor once all proposals are received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFQ.

The City does not guarantee that any contract will be awarded because of this RFQ. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.06 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all copies. If not, the proposal may be considered as non-responsive. Proposers are required to submit the following information in their proposal:

- **Letter of Transmittal:** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFQ. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
 - **Location** - The street address of the proposer's company headquarters.
 - **Local Office of Proposer** - Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
 - **Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
 - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
 - **Please list any Lawsuits that you are currently engaged in.** Please provide all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Describe the vendor's experience and background with searches of this type, including specifically, experience with conducting executive level searches designed to identify a pool of applicants reflecting racial, ethnic, gender or other diversity. Highlight the breadth of knowledge and experience of the search manager and individual key personnel who will be assigned to the search. Provide or describe a sample of comparable work completed by the vendor. Complete the Form found in Exhibit A.
- **Proposal Response and Executive Summary** as required per Section 2 below.
- **Statement of Exceptions to RFQ requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFQ, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFQ section/sub-section numbers. Any other departures from the city's RFQ are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFQ Requirements (See Standard Terms in Section 3).
- **References:** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients. The City will contact references and receive an evaluation of past performances as stated by references in the proposals. Only proposals submitted by companies with relevant experience, qualifications and capacity to meet the needs of the City will be considered. Provide three (3) recent references concerning your firm's performance on comparable searches. Indicate the search name, a brief description of the search and the name, title, telephone number and email address of a reference who is knowledgeable about the search and who may be contacted by the RFQ evaluators.

- **Experience:** Experience in providing services like those requested in the RFQ and vendors having obtained favorable outcomes (“Favorable outcomes” should be measured in terms of client satisfaction and new employee recruitment, selection and placement) with other clients. This will include your familiarity and experience with municipalities, as well as consideration of a presence in the State of Ohio and your company’s history with the State of Ohio or working with the City. Please identify specific examples where you have successfully placed director or higher level executive staff in quasi-public, governmental, and non-profit entities. Include inclusion strategies utilized to recruit women and minorities for executive level placements. Provide an outline of how your firm incorporates diversity into its recruitment efforts. Indicate the percentage of actual executive level placements of women and minorities the vendor has made over the last five (5) years.
- **Dependability:** Ability to meet time and cost estimates as evidenced by documentation provided through references and the City’s determination of the vendor’s ability to carry out the implementation plan as outlined in the proposal.
- **Responsiveness:** The overall quality of the proposal and its responsiveness to this RFQ.
- **Conductive to the City’s needs:** The proposal that is deemed to be the most suitable and appropriate in meeting the City’s needs.
- **Culture:** The Vendor’s commitment to provide an experienced management team that will work well within the City’s culture.
- **Statement and methodology:** Describe your understanding of the overall objective and the objections and deliverables for each phase of the search. Include a clear description of the work to be performed, the anticipated methodology used to complete the work (including specifically, methodologies for working in close consultation with the search committee and the methodology for ensuring a diverse applicant pool) and the objects to be reached and/or product to be delivered for each phase of the search. Identify strategies the vendor will use to recruit women and minorities. Describe the resources and data which may be available and/or needed by the vendor from the City to help complete the search. The proposer should set forth, in a detailed work plan, the technical and management actions that will be taken by which the vendor intends to meet each of the requirements contained in the Scope of Work below.
- **Alternatives:** The proposal may include a discussing of alternative tasks or areas of work which the vendor believes will better enable the City to reach its objectives for this search. If the proposal contains any such alternatives, the vendor must clearly identify the ways in which the proposal would modify the scope of work presented in this RFQ and be clearly identified in the proposed work plan.
- **Performance Guarantee:** If the vendor provides a performance or employee placement guarantee, describe the terms and conditions under which the guarantee applies. Identify the period for which you can and/or will guarantee the chosen candidate’s success; and explain your remedy to the City if the chosen candidate is incapable of adequately performing the duties for the relevant position.

1.07 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Incomplete or non-responsive proposal
- Failure to submit a proposal that addresses the minority hiring criteria identified throughout the RFQ
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

1.08 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFQ will be considered in the evaluation process of this RFQ. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in response to the RFQ only.**

Evaluation Criteria for Goods and Services		
Item	Description	Percentage Possible
1	Previous Experience	40%
2	Ability to address all RFQ Requirements	30%
3	Equal Opportunity Recruiter	20%
4	Dayton Local Business	5%
5	PEP Certified Vendor	5%
	Total Points	100%

1.10 MISCELLANEOUS ITEMS.

- **All Contractors submitting a proposal will be notified, upon final determination by the City, of the firm or firms selected to perform the requested work.**

SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City's HR Department is requesting a statement of qualifications from highly experienced and professional ESFs related to recruitment efforts for upper management and executive level positions that are currently or may become available within the City's structure. The City has a strong diversity focus as it is the melting pot of various ethnicities, cultures and beliefs. It is important that the City's recruitment efforts consider not just the importance of diversity but inclusion as well. The selected ESF or ESFs may receive a contract with the City for its recruitment efforts and said contract will cover the marketing of any vacant and/or future vacant upper management and executive level positions, advertising of the availability for City employment for these vacant positions, screening of potential candidates, diversity outreach and candidate identification, and assisting the City in candidate selection and hiring.

2.02 BACKGROUND INFORMATION. The City is located at the crossroads of America, where I-75 north/south meets I-70 east/west and is best known as the Birthplace of Aviation. The City features a fantastic array of big city amenities coupled with Midwestern charm and hospitality. The City is a community rich in talent and history, emerging today as a global technology hub. With over 140,000 residents, the City is investing for the future while providing high-quality services to residents, neighborhoods and business. The City currently employs approximately 1,900 employees.

2.03 SCOPE OF WORK / TESTING REQUIREMENTS. The objective of this RFQ is to find one or more qualified ESF firms to assist the City in its recruitment of upper management and/or executive level positions. The City intends that the successful proposer, once engaged, will conduct a focused search for qualified candidates for current and future vacancies in the City organization. These vacancies are expected to occur in the upper management and/or executive level ranks of the City. The ESF will develop a recruitment strategy in conjunction with the City administration. To carry out this objective, the City expects that the selected ESF(s) will work in close consultation with the City's HR department and/or the City's identified search committee, and perform the following actions:

1. Meet with HR to develop an understanding of the City organization, its needs, and the particulars of any vacant position in the City organization.
2. Meet with the City administration, City Board members, City employees, community stakeholders and/or citizens as frequently and for such time as may be necessary to carry out the recruitment.
3. Prepare, in conjunction with the City, a plan for the search, recruitment and selection of a qualified candidate for any City identified vacancy.
4. Develop an appropriate search strategy.

5. Develop a comprehensive occupational profile for the position along with a job description for each search engagement, reflecting the qualities and attributes identified by the City and/or the vendor's experience that are appropriate for each identified vacancy.
6. Develop a comprehensive profile for the City that encompasses the uniqueness of the community, demographics, economic stability, form of government, and its commitment to diversity recruitment and hiring.
7. Review and potentially recommend updates to the City's job description(s) for each identified vacancy.
8. Develop job vacancy notices and place them in appropriate nationwide, statewide, regional and local on-line sources and publications. Provide outreach to wide reaching recruitment networks.
9. Reach out and actively recruit potentially appropriate candidates the vendor is already otherwise aware of to obtain indications of interest.
10. Evaluate potential candidates to develop a pool of diverse potential finalist candidates, and then thoroughly evaluate and vet potential finalist candidates before presenting them for an interview with the City. This evaluation is expected to include in-depth interviews in person or by video-conferences, appropriate preliminary inquiries into references and background, and a careful assessment of the candidate's strengths and weaknesses against the specification of the proposed position.
11. Advise the City promptly and offer alternative courses of action if it becomes apparent that no qualified and/or diverse candidates can be presented; or, that the length of the search will differ considerably from that originally specified.
12. Prepare a recruitment report of potential candidates from the submitted applications with recommendations of candidates for further review and/or consideration.
13. Assist the City and help guide a series of community listening and discussion sessions with relevant City administrators, City Board members, City employees, community stakeholders, or citizens, to help inform the City administration on the qualities, strengths, and characteristics of candidates for each vacancy.
14. Assist the City is vetting and interviewing candidates and/or finalists, including the potential development of questions, essays, job scenarios, etc.
15. Assist the City in organizing and moderating a public "meet and greet" of the finalist or finalist(s).
16. Assist the City in negotiating and drafting any potential job offer, salary offer, terms and conditions of employment, or employment agreement with the finalist.
17. Notify unsuccessful candidates.
18. Advise the City of any other areas, services, or actions that should be taken that are not listed above.

2.04 Pricing Structure. PRICES PROPOSED WILL REMAIN FIRM FOR ACCEPTANCE WITHIN **180** CALENDAR DAYS AFTER THE RFQ CLOSING DATE. The pricing will follow the ORC guidelines regarding Competitive Sealed Negotiations in conjunction with the City's Charter and Ordinances. It is requested in addition with your submittal, there is a separately sealed envelope with the requested retainage fee and the requested finder's fee. These fees may be negotiated if the vendor is selected and may not necessarily be the same for all selected vendors.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate

in contracting and procurement activities with the City are not prevented from doing so based on the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit <http://daytonhrc.org/business-technical-assistance/certification/> to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted, or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFQ. All materials and documents submitted by the proposer in response to this RFQ shall become the property of the City and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must electronically submit an Affirmative Action Assurance application via the City's online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) to do business with the City. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1403 (Office)
(937) 222-4589 (Fax)

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via citybots.com.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on July 31, 2019, whichever date is earlier. The Agreement shall be renewable for three (3) one-year optional periods at the discretion of the City.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in the Scope of Work above, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

Contractor shall submit invoices, not more frequently than monthly, for payment of the Services provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one-year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.

- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services provided up to the date of termination.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor. In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first-class U.S. mail, postage pre-paid to the address specified below:

Company Name: _____
Address: _____
City, State Zip Code: _____
Attention: _____
Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically, rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

E. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local,

state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

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M. PCI COMPLIANCE

Bidder/proposer (“Offeror”) represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
 - a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
 - b. Fully compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>).
2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance (“AOC”) Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795 or <https://www.pcisecuritystandards.org/documents/PCI-DSS-v3-AOC-Offeror.docx?agreement=true&time=1493826893795>).

Selection one of the following and initial on the adjacent line:

- ☐ Not Applicable (“N/A”) _____
- ☐ Offeror, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at the time of offer to the City of Dayton. _____



City of Dayton, Ohio
Department of Human Resources
SELECTION OF EXECUTIVE SEARCH FIRM
RFQ No. 18008HR
FEBRUARY 2018

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership ☐ Sole Proprietorship ☐ Franchise ☐ Partnership ☐ Corporation
 ☐ Joint Venture ☐ LLC ☐ Other (Specify): _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. ☐ Yes ☐ No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office in/nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): ##-#####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio
Department of Human Resources
SELECTION OF EXECUTIVE SEARCH FIRM
RFQ No. 18008HR
FEBRUARY 2018

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFQ No. 18008HR. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
Department of Human Resources
SELECTION OF EXECUTIVE SEARCH FIRM
RFQ No. 18008HR
FEBRUARY 2018

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____

Bidding Company: _____

Address: _____

Signature/Title: _____

Federal I.D.#: _____

Phone No.: _____

Fax _____ No.: _____

Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.



Type of Tax Filing: (check all that apply)

1. ☐ Employee Withholding FEIN # _____
2. ☐ Corporate Earnings FEIN # _____
3. ☐ Individual Ownership Earnings SSN # _____
4. ☐ Partnership Earnings FEIN # _____

Company Name _____ Phone # _____

Mailing Address _____ City _____ St. _____ Zip _____

Local Business Address _____ City _____ St. _____ Zip _____

Check the jurisdictions that we administer that you operate in:

☐ Dayton City Limits ☐ Dayton Wright Brothers Airport ☐ Dayton International Airport ☐ NONE

Date Business Started in Our Taxing Jurisdiction _____

Your Accounting Period? Calendar Year _____ or Fiscal Year ending on _____

Withholding Information *Quarterly Withholding cannot exceed \$600.00

■ Do you have employees? Yes ☐ or No ☐ Date First Employee Started Working in Our Jurisdiction _____

■ Do you submit withholdings QUARTERLY* or MONTHLY? _____

■ Is this a courtesy withholding for your employees who are residents of the above cities only? Yes ☐ or No ☐

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes ☐ No ☐

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes ☐ No ☐

Do you use Subcontractors? Yes ☐ No ☐ If so list Names, Addresses, and FEIN or Social Security Numbers below.

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.

Full name of Owner of Company _____

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

If you are not liable to pay taxes in our jurisdiction, please explain why.

Signature _____ Title _____ Date _____

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401
(937) 333-3500 ~ Fax (937) 333-4280

CS-25c